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OPTIONAL FORM 41 (Rev. 7-76)

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General
Services
AdministrationInformation Security
Oversight
Office

Washington, DC 20405

March 25, 1983

DD/A Registry
83-0235/3

Mr. Harry E. Fitzwater
Deputy Director for Administration
Central Intelligence Agency
Washington, DC 20505

DD/A REGISTRY
FILE: 70-4

Dear Mr. Fitzwater:

Following President Reagan's March 11 signing of National Security Decision Directive 84, "Safeguarding National Security Information," I directed the Information Security Oversight Office (ISOO) Interagency Working Group on Standardization of Information Security Forms to turn its attention to the drafting of the standards forms that the Directive requires for implementation. The Central Intelligence Agency representative on the Working Group is [redacted] The Chairperson of the Working Group has now referred to me three draft forms, each of which is modeled after similar forms that are currently operational in one or more agencies. I enclose a copy of each of these. I also enclose a copy of a spread sheet that raises certain questions that need to be discussed about the specific language of the drafts.

STAT

In order to press ahead on the development and issuance of these forms as quickly as possible, I will chair an interagency meeting on Monday, April 4, 1983, at 10 a.m., in Room 6046 of the GSA Building, located at Nineteenth and F Streets, NW. I request that you send both a program and legal representative to that meeting. It is my intent to reach decisions about final drafts of the forms at that meeting, so that I may then transmit them formally to the Department of Justice for its determination on enforceability.

Please call me at 535-7251 if you have any questions.

Sincerely,


STEVEN GARFINKEL
Director

Enclosures

CLASSIFIED INFORMATION
NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted access
3 to information and material which is classified or classifiable under
4 the standards of Executive Order 12356 or other Executive Order or
5 statute, and which is hereinafter referred to in this Agreement as
6 national security information. I understand and accept that by being
7 granted access to national security information special confidence and
8 trust shall be placed in me by the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of national security information,
3 including the procedures to be followed in ascertaining whether other
4 persons to whom I contemplate disclosing this information have been
5 approved for access to it, and I understand these procedures.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of national security
3 information by me could cause irreparable injury to the United States or
4 be used to advantage by a foreign nation. I hereby agree that I will
5 never divulge such information to anyone who is not authorized to
6 receive it without prior written authorization from the United States
7 Government department or agency (hereinafter Department or Agency) that
8 last authorized my access to national security information. I further
9 understand that I am obligated by law and regulation not to disclose any
10 classified information in an unauthorized fashion.

1 4. In consideration of being granted access to national security
2 information and of being assigned or retained in a position of special
3 confidence and trust requiring access to national security information,
4 I hereby agree that I will not disclose such information or materials to
5 any person not authorized to have access to national security information
6 until I have received written authorization from the Department or
7 Agency that last authorized my access to national security information
8 that such disclosure is permitted.

1 5. I have been advised that any breach of this Agreement may result
2 in the termination of my access to national security information and
3 retention in a position of special confidence and trust requiring such
4 access, as well as the termination of my employment or other relationships
5 with any Department or Agency that provides me with access to national
6 security information. In addition, I have been advised that any unauthorized
7 disclosure of national security information by me may constitute violations
8 of United States criminal laws, including the provisions of Sections 793,
9 794, 798, and 952, Title 18, United States Code, and Section 783(b),
10 Title 50, United States Code and the provisions of the Intelligence
11 Identities Protection Act of 1983. Nothing in this Agreement constitutes
12 a waiver by the United States of the right to prosecute me for any
13 statutory violation.

1 6. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement. I have been advised that the
5 action can be brought against me in any of the several appropriate
6 United States District Courts where the United States Government may
7 elect to file the action. Court costs and reasonable attorneys fees
8 incurred by the United States Government may be assessed against me if I
9 lose such action.

1 7. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property of
3 the United States Government. I do not now, nor will I ever, possess
4 any right, interest, title, or claim whatsoever to such information. I
5 agree that I shall return all materials, which may have come into my
6 possession or for which I am responsible because of such access, upon
7 demand by an authorized representative of the United States Government
8 or upon the conclusion of my employment or other relationship with the
9 United States Government entity providing me access to such materials.
10 If I do not return such materials upon request, I understand this may be
11 a violation of Section 793, Title 18, United States Code, a United
12 States criminal law.

1 8. Unless and until I am released in writing by an authorized
2 representative of the Department or Agency that last provided me with
3 access to national security information, I understand that all the
4 conditions and obligations imposed upon me by this Agreement apply
5 during the time I am granted access to national security information,
6 and at all times thereafter.

1 9. Each provision of this Agreement is severable. If a court
2 should find any provision of this Agreement to be unenforceable, all
3 other provisions of this Agreement shall remain in full force and
4 effect. This Agreement concerns national security information and does
5 not set forth such other conditions and obligations not related to
6 national security information as may now or hereafter pertain to my
7 employment by or assignment or relationship with the Department or
8 Agency.

1 10. I have read this Agreement carefully and my questions, if any,
2 have been answered to my satisfaction. I acknowledge that the briefing
3 officer has made available Sections 793, 794, 798, and 952 of Title 18,
4 United States Code, and Section 783(b) of Title 50, United States Code,
5 and the Intelligence Identities Protection Act of 1982, and Executive
6 Order 12356, so that I may read them at this time, if I so choose.

1 11. I hereby assign to the United States Government all rights,
2 title and interest, and all royalties, remunerations, and emoluments
3 that have resulted, will result or may result from any disclosure,
4 publication, or revelation not consistent with the terms of this Agreement.

1 12. I make this Agreement without any mental reservation or purpose
2 of evasion.

Signature

Organization

Social Security Number
(See Note Below)

Date

1 The execution of this Agreement was witnessed by the undersigned who
2 accepted it on behalf of the United States Government as a prior condition
3 of access to national security information.

Witness and Acceptance:

Signature

Organization

Printed Name/SSN

Date (See Note Below)

1 Notice: The Privacy Act, 5 U.S.C. 522a, requires that federal
2 agencies inform individuals, at the time information is solicited from
3 them, whether the disclosure is mandatory or voluntary, by what authority
4 such information is solicited, and what uses will be made of the information.
5 You are hereby advised that authority for soliciting your Social Security
6 Account Number (SSN) is Executive Order 9397. Your SSN will be used to
7 identify you precisely when it is necessary to certify that you have
8 access to the information indicated above. While your disclosure of SSN
9 is not mandatory, your failure to do so may delay the processing of such
10 certification.

A DRAFT NONDISCLOSURE AGREEMENT FOR CLASSIFIED INFORMATION	QUESTIONS CONCERNING THE AGREEMENT
<p style="text-align: center;">CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT</p> <p>An Agreement Between _____ and the United States (Name-Printed or Typed)</p> <p>1 1. Intending to be legally bound, I hereby accept the obligations 2 contained in this Agreement in consideration of my being granted access 3 to information and material which is classified or classifiable under 4 the standards of Executive Order 12356 or other Executive Order or 5 statute, and which is hereinafter referred to in this Agreement as 6 national security information. I understand and accept that by being 7 granted access to national security information special confidence and 8 trust shall be placed in me by the United States Government.</p>	<p><u>Paragraph 1.</u></p> <p>1. Which term is preferred, "national security information" or "classified information?" (This applies in all paragraphs where the term national security information is used).</p> <p>2. Should "and material" in line 3 be included?</p> <p>3. Why is the word "statute" included in line 5?</p>
<p>1 2. I hereby acknowledge that I have received a security indoctrination 2 concerning the nature and protection of national security information, 3 including the procedures to be followed in ascertaining whether other 4 persons to whom I contemplate disclosing this information have been 5 approved for access to it, and I understand these procedures.</p>	
<p>1 3. I have been advised that direct or indirect unauthorized disclosure, 2 unauthorized retention, or negligent handling of national security 3 information by me could cause irreparable injury to the United States or 4 be used to advantage by a foreign nation. I hereby agree that I will 5 never divulge such information to anyone who is not authorized to 6 receive it without prior written authorization from the United States 7 Government department or agency (hereinafter Department or Agency) that 8 last authorized my access to national security information. I further 9 understand that I am obligated by law and regulation not to disclose any 10 classified information in an unauthorized fashion.</p>	<p><u>Paragraph 3.</u></p> <p>1. Why is the word "irreparable" in line 3 used?</p> <p>2. Why is the word "injury" in line 3 used instead of harm or damage?</p> <p>3. Why is the phrase "or be used to advantage by a foreign nation" in line 4 used?</p> <p>4. Why isn't "need to know" addressed in the second sentence of this paragraph?</p>

1 4. In consideration of being granted access to national security
2 information and of being assigned to a position of special
3 confidence and trust requiring access to national security information,
4 I hereby agree that I will not disclose such information or materials to
5 any person not authorized to have access to national security information
6 until I have received written authorization from the Department or
7 Agency that last authorized my access to national security information
8 that such disclosure is permitted.

Paragraph 4.

1. Isn't the language (lines 4-7) in this paragraph redundant with that of paragraph 3 (lines 4-8)? Aren't both paragraphs serving the same purpose?

2. Shouldn't "need to know" be addressed in this paragraph also?

1 5. I have been advised that any breach of this Agreement may result
2 in the termination of my access to national security information and
3 retention in a position of special confidence and trust requiring such
4 access, as well as the termination of my employment or other relationships
5 with any Department or Agency that provides me with access to national
6 security information. In addition, I have been advised that any unauthorized
7 disclosure or national security information by me may constitute violations
8 of United States criminal laws, including the provisions of Sections 793,
9 794, 798, and 952, Title 18, United States Code, and Section 783(b),
10 Title 50, United States Code and the provisions of the Intelligence
11 Identities Protection Act of 1983. Nothing in this Agreement constitutes
12 a waiver by the United States of the right to prosecute me for any
13 statutory violation.

Paragraph 5.

1. What is meant by "other relationships with any Department or agency?" (Lines 4 and 5)

2. Couldn't the words "provides me access" be misinterpreted as meaning physical access as opposed to authorized access?

1 6. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement. I have been advised that the
5 action can be brought against me in any of the several appropriate
6 United States District Courts where the United States Government may
7 elect to file the action. Court costs and reasonable attorneys fees
8 incurred by the United States Government may be assessed against me if I
9 lose such action.

1 7. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property of
3 the United States Government. I do not now, nor will I ever, possess
4 any right, interest, title, or claim whatsoever to such information. I
5 agree that I shall return all materials, which may have come into my
6 possession or for which I am responsible because of such access, upon
7 demand by an authorized representative of the United States Government
8 or upon the conclusion of my employment or other relationship with the
9 United States Government entity providing me access to such materials.
10 If I do not return such materials upon request, I understand this may be
11 a violation of Section 793, Title 18, United States Code, a United
12 States criminal law.

Paragraph 7.

1. Why is the word "entity" in line 9 used rather than agency or department?

2. Isn't it clearer to use in lines 5 and 10 the phrase "all materials containing such information" rather than the words "all materials" and "such materials" respectively?

8. Unless and until I am re Approved For Release 2008/09/04 : CIA-RDP85B01152R000801050033-0 : representative of the Department or Agency that last provided me with access to national security information, I understand that all the conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to national security information, and at all times thereafter.

1. Shouldn't the phrase "that approved my access to national security information" be used rather than "last provided me access to NSI?"

9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement concerns national security information and does not set forth such other conditions and obligations not related to national security information as may now or hereafter pertain to my employment by or assignment or relationship with the Department or Agency.

10. I have read this Agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 952 of Title 18, United States Code, and Section 783(b) of Title 50, United States Code, and the Intelligence Identities Protection Act of 1982, and Executive Order 12356, so that I may read them at this time, if I so choose .

Paragraph 10.

1. Why isn't the individual signing the agreement required to read the listed Sections of Titles 18 and 50 of the U.S. Code?

11. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation not consistent with the terms of this Agreement.

12. I make this Agreement without any mental reservation or purpose of evasion.

Signature

Organization

Social Security Number
(See Note Below)

Date

1 The execution of this Agree Approved For Release 2008/09/04 : CIA-RDP85B01152R000801050033-0
2 accepted it on behalf of the United States Government as a prior condition
3 of access to national security information.

Witness and Acceptance:

Signature _____

Organization _____

Printed Name/SSN _____

Date (See Note Below) _____

Notice: The Privacy Act, 5 U.S.C. 522a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name - Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted access
3 to information protected within Special Access Programs, hereinafter
4 referred to in this Agreement as Sensitive Compartmented Information
5 (SCI). I have been advised that SCI involves or derives from intelligence
6 sources or methods and is classified or classifiable under the standards
7 of Executive Order 12356 or other Executive order or statute. I understand
8 and accept that by being granted access to SCI, special confidence and
9 trust shall be placed in me by the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of SCI, including the procedures to
3 be followed in ascertaining whether other persons to whom I contemplate
4 disclosing this information have been approved for access to it, and I
5 understand these procedures. I understand that I may be required to
6 sign subsequent agreements upon being granted access to different
7 categories of SCI. I further understand that all my obligations under
8 this Agreement continue to exist whether or not I am required to sign
9 such subsequent agreements.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of SCI by me could cause
3 irreparable injury to the United States or be used to advantage by a
4 foreign nation. I hereby agree that I will never divulge such information
5 to anyone who is not authorized to receive it without prior written
6 authorization from the United States Government department or agency
7 (hereinafter Department or Agency) that last authorized my access to
8 SCI. I further understand that I am obligated by law and regulation not
9 to disclose any classified information in an unauthorized fashion.

1 4. In consideration of being granted access to SCI and of being
2 assigned or retained in a position of special confidence and trust
3 requiring access to SCI, I hereby agree to submit for security review by
4 the Department or Agency that last authorized my access to such information,
5 all information or materials, including works of fiction, which contain
6 or purport to contain any SCI or description of activities that produce
7 or relate to SCI or that I have reason to believe are derived from SCI,
8 that I contemplate disclosing to any person not authorized to have
9 access to SCI or that I have prepared for public disclosure. I understand
10 and agree that my obligation to submit such information and materials
11 for review applies during the course of my access to SCI and thereafter,
12 and I agree to make any required submissions prior to discussing the
13 information or materials with, or showing them to, anyone who is not
14 authorized to have access to SCI. I further agree that I will not
15 disclose such information or materials to any person not authorized to
16 have access to SCI until I have received written authorization from

17 the Department or Agency that last authorized my access to SCI that such
18 disclosure is permitted.

1 5. I understand that the purpose of the review described in paragraph 4
2 is to give the United States a reasonable opportunity to determine
3 whether the information or materials submitted pursuant to paragraph 4
4 set forth any SCI. I further understand that the Department or Agency
5 to which I have submitted materials will act upon them, coordinating
6 with the Intelligence Community when appropriate, and make a response to
7 me within a reasonable time, not to exceed 30 working days from date of
8 receipt.

1 6. I have been advised that any breach of this Agreement may result
2 in the termination of my access to SCI and retention in a position of
3 special confidence and trust requiring such access, as well as the
4 termination of my employment or other relationships with any Department
5 or Agency that provides me with access to SCI. In addition, I have been
6 advised that any unauthorized disclosure of SCI by me may constitute
7 violations of United States criminal laws, including the provisions of
8 Sections 793, 794, 798, and 952, Title 18, United States Code, and of
9 Section 783(b), Title 50, United States Code and the provisions of the
10 Intelligence Identities Protection Act of 1982. Nothing in this Agreement
11 constitutes a waiver by the United States of the right to prosecute me
12 for any statutory violation.

1 7. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement. I have been advised that the
5 action can be brought against me in any of the several appropriate
6 United States District Courts where the United States Government may
7 elect to file the action. Court costs and reasonable attorneys fees
8 incurred by the United States Government may be assessed against me if I
9 lose such action.

1 8. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property of
3 the United States Government. I do not now, nor will I ever, possess
4 any right, interest, title, or claim whatsoever to such information. I
5 agree that I shall return all materials, which may have come into my
6 possession or for which I am responsible because of such access, upon
7 demand by an authorized representative of the United States Government
8 or upon the conclusion of my employment or other relationship with the
9 United States Government entity providing me access to such materials.
10 If I do not return such materials upon request, I understand this may be
11 a violation of Section 793, Title 18, United States Code, a United
12 States criminal law.

1 9. Unless and until I am released in writing by an authorized
2 representative of the Department or Agency that last provided me with
3 access to SCI, I understand that all conditions and obligations imposed

4 upon me by this Agreement apply during the time I am granted access to
5 SCI, and at all times thereafter.

1 10. Each provision of this Agreement is severable. If a court
2 should find any provision of this Agreement to be unenforceable, all
3 other provisions of this Agreement shall remain in full force and
4 effect. This Agreement concerns SCI and does not set forth such other
5 conditions and obligations not related to SCI as may now or hereafter
6 pertain to my employment by or assignment or relationship with the
7 Department or Agency.

1 11. I have read this Agreement carefully and my questions, if any,
2 have been answered to my satisfaction. I acknowledge that the briefing
3 officer has made available Sections 793, 794, 798, and 952 of Title 18,
4 United States Code, and Section 783(b) of Title 50, United States Code,
5 and the Intelligence Identities Protection Act of 1982, and Executive
6 Order 12356, as amended, so that I may read them at this time, if I so
7 choose.

1 12. I hereby assign to the United States Government all rights,
2 title and interest, and all royalties, remunerations, and emoluments
3 that have resulted, will result, or may result from any disclosure,
4 publication, or revelation not consistent with the terms of this Agreement.

1 13. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE _____

DATE _____

1 The execution of this Agreement was witnessed by the undersigned who
2 accepted it on behalf of the United States Government as a prior condition
3 of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

SIGNATURE _____

DATE _____

1 NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that federal agencies
2 inform individuals, at the time information is solicited from them,
3 whether the disclosure is mandatory or voluntary, by what authority such
4 information is solicited, and what uses will be made of the information.
5 You are hereby advised that authority for soliciting your Social Security
6 Account Number (SSN) is Executive Order 9397. Your SSN will be used to
7 identify you precisely when it is necessary to 1) certify that you have
8 access to the information indicated above, 2) determine that your access
9 to the information indicated has terminated, or 3) certify that you have
10 witnessed a briefing or debriefing. Although disclosure of your SSN is
11 not mandatory, your failure to do so may impede such certifications or
12 determinations.

SCI NONDISCLOSURE AGREEMENT

Approved For Release 2008/09/04 : CIA-RDP85B01152R000801050033-0

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE
AGREEMENT - CIA FORM 4193

QUESTIONS CONCERNING THE AGREEMENT

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name - Printed or Typed)

Paragraph 1.

1. Why is the word "statute" included in line 7?

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to information protected within Special Access Programs, hereinafter referred to in this Agreement as Sensitive Compartmented Information (SCI). I have been advised that SCI involves or derives from intelligence sources or methods and is classified or classifiable under the standards of Executive Order 12356 or other Executive order or statute. I understand and accept that by being granted access to SCI, special confidence and trust shall be placed in me by the United States Government.

2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of SCI, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures. I understand that I may be required to sign subsequent agreements upon being granted access to different categories of SCI. I further understand that all my obligations under this Agreement continue to exist whether or not I am required to sign such subsequent agreements.

3. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention, or negligent handling of SCI by me could cause irreparable injury to the United States or be used to advantage by a foreign nation. I hereby agree that I will never divulge such information to anyone who is not authorized to receive it without prior written authorization from the United States Government department or agency (hereinafter Department or Agency) that last authorized my access to SCI. I further understand that I am obligated by law and regulation not to disclose any classified information in an unauthorized fashion.

Paragraph 3.

1. Why is the word "irreparable" in line 3 used?

2. Why is the word "injury" in line 3 used instead of harm or damage?

3. Why is the phrase "or be used to advantage by a foreign nation" in line 3 used?

4. Why isn't "need to know" addressed in the second sentence of this paragraph?

Paragraph 4.

1. Shouldn't "need to know" be addressed in this paragraph also?

2. Can the first sentence be shortened?

3. Can the language in the last sentence (lines 14-18) be stated more clearly?

4. In consideration of being assigned or retained in a position of special confidence and trust requiring access to SCI, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information, all information or materials, including works of fiction, which contain or purport to contain any SCI or description of activities that produce or relate to SCI or that I have reason to believe are derived from SCI, that I contemplate disclosing to any person not authorized to have access to SCI or that I have prepared for public disclosure. I understand and agree that my obligation to submit such information and materials for review applies during the course of my access to SCI and thereafter, and I agree to make any required submissions prior to discussing the information or materials with, or showing them to, anyone who is not authorized to have access to SCI. I further agree that I will not disclose such information or materials to any person not authorized to have access to SCI until I have received written authorization from the Department or Agency that last authorized my access to SCI that such disclosure is permitted.

Paragraph 5.

1. Shouldn't the phrase "or other classified information" be added at the end of the first sentence in order to be consistent with ISOO Directive No. 1.

2. Why is a response time of 30 working days mandated when the CIA prepublication review regulation is more flexible in this area?

5. I understand that the purpose of the review described in paragraph 4 is to give the United States a reasonable opportunity to determine whether the information or materials submitted pursuant to paragraph 4 set forth any SCI. I further understand that the Department or Agency to which I have submitted materials will act upon them, coordinating with the Intelligence Community when appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

Paragraph 6.

1. Couldn't the words "provides me access" be misinterpreted to mean physical access as opposed to authorized access?

2. What is meant by "other relationships with any Department or agency" in line 4?

6. I have been advised that any breach of this Agreement may result in the termination of my access to SCI and retention in a position of special confidence and trust requiring such access, as well as the termination of my employment or other relationships with any Department or Agency that provides me with access to SCI. In addition, I have been advised that any unauthorized disclosure of SCI by me may constitute violations of United States criminal laws, including the provisions of Sections 793, 794, 798, and 952, Title 18, United States Code, and of Section 783(b), Title 50, United States Code and the provisions of the Intelligence Identities Protection Act of 1982. Nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.

1 7. I understand that the Approved For Release 2008/09/04 : CIA-RDP85B01152R000801050033-0
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement. I have been advised that the
5 action can be brought against me in any of the several appropriate
6 United States District Courts where the United States Government may
7 elect to file the action. Court costs and reasonable attorneys fees
8 incurred by the United States Government may be assessed against me if I
9 lose such action.

1 8. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property of
3 the United States Government. I do not now, nor will I ever, possess
4 right, interest, title, or claim whatsoever to such information. I
5 agree that I shall return all materials, which may have come into my
6 possession or for which I am responsible because of such access, upon
7 demand by an authorized representative of the United States Government
8 or upon the conclusion of my employment or other relationship with the
9 United States Government entity providing me access to such materials.
10 If I do not return such materials upon request, I understand this may be
11 a violation of Section 793, Title 18, United States Code, a United
12 States criminal law.

Paragraph 8.

1. Isn't it clearer to use in
lines 5 and 10 the phrase "all materials
containing such information" rather
than the words "all materials" and
"such materials" respectively?

2. Why is the word "entity" in
line 9 used rather than agency or
department?

1 9. Unless and until I am released in writing by an authorized
2 representative of the Department or Agency that last provided me with
3 access to SCI, I understand that all conditions and obligations imposed
4 upon me by this Agreement apply during the time I am granted access to
5 SCI and at all times thereafter.

Paragraph 9.

1. Shouldn't the phrase "that
approved my access to SCI" be used
rather than "last provided me with
access to SCI?"

1 10. Each provision of this Agreement is severable. If a court
2 should find any provision of this Agreement to be unenforceable, all
3 other provisions of this Agreement shall remain in full force and
4 effect. This Agreement concerns SCI and does not set forth such other
5 conditions and obligations not related to SCI as may now or hereafter
6 pertain to my employment by or assignment or relationship with the
7 Department or Agency.

1 11. I have read this Agr Approved For Release 2008/09/04 : CIA-RDP85B01152R000801050033-0 aph 11.
2 have been answered to my satisfaction. I acknowledge that the briefing
3 officer has made available Sections 793, 794, 798, and 952 of Title 18,
4 United States Code, and Section 783(b) of Title 50, United States Code,
5 and the Intelligence Identities Protection Act of 1982, and Executive
6 Order 12356, as amended, so that I may read them at this time, if I so
7 choose.

1: Why isn't the individual
signing agreement required to
read the listed Section of Titles 18
and 50 of the U.S. Code?

1 12. I hereby assign to the United States Government all rights,
2 title and interest, and all royalties, remunerations, and emoluments
3 that have resulted, will result, or may result from any disclosure,
4 publication, or revelation not consistent with the terms of this Agreement.

1 13. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE _____

DATE _____

1 The execution of this Agreement was witnessed by the undersigned who
2 accepted it on behalf of the United States Government as a prior condition
3 of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

SIGNATURE _____

DATE _____

1 NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that federal agencies
2 inform individuals, at the time information is solicited from them,
3 whether the disclosure is mandatory or voluntary, by what authority such
4 information is solicited, and what uses will be made of the information.
5 You are hereby advised that authority for soliciting your Social Security
6 Account Number (SSN) is Executive Order 9397. Your SSN will be used to
7 identify you precisely when it is necessary to 1) certify that you have
8 access to the information indicated above, 2) determine that your access
9 to the information indicated has terminated, or 3) certify that you have
10 witnessed a briefing or debriefing. Although disclosure of your SSN is
11 not mandatory, your failure to do so may impede such certifications or
12 determinations.

PREPUBLICATION REVIEW AGREEMENT

An Agreement Between _____ and the United States
(Name - Printed or Typed)

1 1. In consideration of being granted access to national security
2 information and of being assigned or retained in a position of special
3 confidence and trust requiring access to national security information,
4 I hereby agree to submit for security review by the Department or Agency
5 that last authorized my access to such information, all information or
6 materials, including works of fiction, which contain or purport to
7 contain any national security information or description of activities
8 that produce or relate to national security information or that I have
9 reason to believe are derived from national security information, that I
10 contemplate disclosing to any person not authorized to have access to
11 national security information or that I have prepared for public disclosure.
12 I understand and agree that my obligation to submit such information and
13 materials for review applies during the course of my access to national
14 security information and thereafter, and I agree to make any required
15 submissions prior to discussing the information or materials with, or
16 showing them to, anyone who is not authorized to have access to national
17 security information. I further agree that I will not disclose such
18 information or materials to any person not authorized to have access to
19 national security information until I have received written authorization
20 the Department or Agency that last authorized my access to national
21 security information that such disclosure is permitted.

1 2. I understand that the purpose of the review described in paragraph 1
2 is to give the United States a reasonable opportunity to determine
3 whether the information or materials submitted pursuant to paragraph 1
4 set forth any national security information. I further understand that
5 the Department or Agency to which I have submitted materials will act
6 upon them, coordinating with other Departments or Agencies as appropriate,
7 and make a response to me within a reasonable time, not to exceed 30
8 working days from date of receipt.

1 3. I make this Agreement without any mental reservation or purpose
2 of evasion.

Signature

Organization

Social Security Number
(See Attached Note)

Date

1 The execution of this Agreement was witnessed by the undersigned who
2 accepted it on behalf of the United States Government as a prior condition
3 of access to national security information.

Witness and Acceptance:

Signature

Organization

Printed Name/SSN
(See Note Below)

Date

1 NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that Federal agencies
2 inform individuals, at the time information is solicited from them,
3 whether the disclosure is mandatory or voluntary, by what authority such
4 information is solicited, and what uses will be made of the information.
5 You are hereby advised that authority for soliciting your Social Security
6 Account Number (SSN) is Executive Order 9397. Your SSN will be used to
7 identify you precisely when it is necessary to certify that you have
8 access to the information indicated above. While your disclosure of SSN is
9 not mandatory, your failure to do so may delay the process of such
10 certification.

REPUBLICATION REVIEW AGREEMENT
TAKEN FROM CIA FORM 4193 WITH MODIFICATION)

QUESTIONS CONCERNING THE AGREEMENT

PREPUBLICATION REVIEW AGREEMENT

Paragraph 1.

An Agreement Between _____ and the United States
(Name - Printed or Typed)

1. Can the first sentence be shortened?

2. Shouldn't "need to know" be addressed in this paragraph?

3. Can the language in the last sentence (lines 17-21) be stated more clearly?

1. In consideration of being granted access to national security information and of being assigned or retained in a position of special confidence and trust requiring access to national security information, I hereby agree to submit for security review by the Department or Agency that last authorized my access to such information, all information or materials, including works of fiction, which contain or purport to contain any national security information or description of activities that produce or relate to national security information or that I have reason to believe are derived from national security information, that I contemplate disclosing to any person not authorized to have access to national security information or that I have prepared for public disclosure. I understand and agree that my obligation to submit such information and materials for review applies during the course of my access to national security information and thereafter, and I agree to make any required submissions prior to discussing the information or materials with, or showing them to, anyone who is not authorized to have access to national security information. I further agree that I will not disclose such information or materials to any person not authorized to have access to national security information until I have received written authorization from the Department or Agency that last authorized my access to national security information that such disclosure is permitted.

Paragraph 2.

1. Why do we mandate a response time of 30 working days?

2. I understand that the purpose of the review described in paragraph 1 is to give the United States a reasonable opportunity to determine whether the information or materials submitted pursuant to paragraph 1 set forth any national security information. I further understand that the Department or Agency to which I have submitted materials will act upon them, coordinating with other Departments or Agencies as appropriate, and make a response to me within a reasonable time, not to exceed 30 working days from date of receipt.

1 3. I make this Agreement without any mental reservation or purpose
2 of evasion.

Signature

Organization

Social Security Number
(See Attached Note)

Date

1 The execution of this Agreement was witnessed by the undersigned who
2 accepted it on behalf of the United States Government as a prior condition
3 of access to national security information.

Witness and Acceptance:

Signature

Organization

Printed Name/SSN
(See Note Below)

Date

1 NOTICE: The Privacy Act, 5 U.S.C. 522a, requires that Federal agencies
2 inform individuals, at the time information is solicited from them,
3 whether the disclosure is mandatory or voluntary, by what authority such
4 information is solicited, and what uses will be made of the information.
5 You are hereby advised that authority for soliciting your Social Security
6 Account Number (SSN) is Executive Order 9397. Your SSN will be used to
7 identify you precisely when it is necessary to certify that you have
8 access to the information indicated above. While your disclosure of SSN is
9 not mandatory, your failure to do so may delay the process of such
0 certification.